

Software Development Non-Disclosure Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Software Development Non-Disclosure Agreement

This Software Development Non-Disclosure Agreement (this "Agreement") is made on [Date] between [Company's full legal name] of [Company's address] (the "Company") and [Developer's full legal name or registered business name] of [Developer's address] (the "Developer"). Each is a "Party" and together they are the "Parties".

The Company wishes to engage, or is discussing engaging, the Developer to [Describe the development work, e.g. build and maintain a customer-facing web application] (the "Purpose"). Performing the Purpose requires the Company to give the Developer access to its source code, repositories, credentials and technical documentation. This Agreement sets out how the Developer must treat that access and that information, and who owns what the Developer creates with it.

1. Confidential Information

"Confidential Information" means any non-public information the Company discloses or makes accessible to the Developer in connection with the Purpose, in any form — written, oral, visual, electronic or otherwise — whether or not it is marked confidential.

It expressly includes, without limitation:

- (a) source code, object code, scripts and configuration files, in any repository or environment the Developer is given access to;
- (b) credentials, API keys, tokens, passwords, certificates and any other means of accessing the Company's repositories, servers, cloud accounts, databases or third-party services;
- (c) system architecture, technical specifications, data models, infrastructure diagrams and other technical documentation;
- (d) algorithms, know-how, product plans, roadmaps and unreleased features; and
- (e) business and financial information, customer and user data, and the existence and contents of any discussions between the Parties about the Purpose.

2. Effective Date and Term

This Agreement takes effect on [Effective date] and continues for [Term, e.g. the duration of the engagement plus one (1) year] unless the Parties end it earlier in writing.

The Developer's obligations under clauses 3, 4, 5, 8 and 9 survive the end of this Agreement and continue for [Survival period, e.g. three (3) years] from the date the

relevant Confidential Information was disclosed or access was granted. Obligations relating to information that qualifies as a trade secret continue for as long as it remains a trade secret under applicable law.

3. Obligations of the Developer

The Developer shall keep all Confidential Information strictly confidential, take at least reasonable care with it, and not disclose it to any third party except as permitted by this Agreement.

The Developer may disclose Confidential Information to those of its employees, officers, directors, professional advisers and subcontractors who need it to perform the Purpose, provided each of them is bound by confidentiality obligations at least as protective as those in this Agreement. The Developer remains responsible for any breach by those people.

4. Access to Systems, Repositories and Credentials

The Developer shall use any repository, server, cloud account, database or third-party service it is given access to only for the Purpose, and only for as long as the Purpose requires that access.

The Developer shall not share credentials with anyone not covered by clause 3, store credentials in an unsecured location, commit credentials or secrets into any repository, or copy the Company's source code or repositories to a personal or third-party account or service, except where the Company's own tooling requires it and the Company has approved it in writing.

The Developer shall notify the Company promptly if it becomes aware that any credential, repository or system it was given access to has been compromised, lost or accessed by someone not authorized under this Agreement.

5. Permitted Use

The Developer shall use Confidential Information only for the Purpose. It shall not use Confidential Information for its own commercial advantage, to build a competing product, to reverse engineer, decompile or analyse any system or material provided by the Company outside what the Purpose requires, or to train any machine-learning or AI model.

Nothing in this Agreement obliges the Company to disclose any particular information, to proceed with the Purpose, or to enter into any further agreement.

6. Exclusions

The obligations in this Agreement do not apply to information that the Developer can show:

- (a) was already lawfully known to it, without any duty of confidentiality, before the Company disclosed it;
- (b) is or becomes public through no act or omission of the Developer;
- (c) is lawfully received from a third party who is free to disclose it; or
- (d) was independently developed by the Developer without reference to the Confidential Information.

7. Required Disclosure

If the Developer is required by law, regulation, court order or a regulator to disclose Confidential Information, it may do so — but only to the extent required, and it shall (where lawful and practicable) notify the Company first so the Company has an opportunity to seek protective treatment.

8. Return, Destruction and Revocation of Access

On the Company's written request, or when this Agreement or the Purpose ends, the Developer shall promptly return or destroy all Confidential Information in its possession, including any copies, local clones, notes and derived material, and confirm in writing that it has done so.

The Developer shall cooperate with the Company in revoking any access the Developer was given to repositories, servers, cloud accounts, databases or third-party services, and in rotating any credential the Developer held, promptly once that access is no longer needed for the Purpose.

The Developer may retain one copy of Confidential Information to the extent required by law or its ordinary backup and record-retention policies. Anything retained remains subject to this Agreement for as long as it is retained.

9. Ownership of Work Product and Intellectual Property

"Work Product" means any source code, documentation, designs or other material the Developer creates for the Company in performing the Purpose, together with all intellectual property rights in it. The Developer assigns to the Company all right, title and interest in the Work Product, automatically and immediately on its creation, and shall sign any document and do anything else the Company reasonably requests to record or perfect that assignment. Any fees for the Developer's work are governed by the Parties' separate services or development agreement, if any; unpaid fees give the Developer a claim for payment under that agreement, not a right to withhold, revoke or restrict the Company's rights in the Work Product.

The Developer may use pre-existing material it owns or is licensed to use, and third-party or open-source components, in producing the Work Product ("Background Material"). Background Material is not assigned. The Developer grants the Company a perpetual, worldwide, non-exclusive, royalty-free license to use, modify and distribute any Background Material embedded in the Work Product, to the extent needed to use the Work Product for its intended purpose. The Developer shall identify on request any third-party or open-source component it has included and the license terms that apply to it.

All Confidential Information disclosed under clause 1, and any repository, credential or system the Developer is given access to, remains the property of the Company. Nothing in this Agreement grants the Developer any license or right in it beyond what clause 5 permits.

10. No Warranty

Confidential Information is provided "as is". The Company gives no warranty as to its accuracy or completeness.

11. Remedies

Each Party acknowledges that damages alone may not be an adequate remedy for a breach of this Agreement — particularly a breach involving unauthorized access, use or disclosure of source code or credentials — and that the Company may seek injunctive or other equitable relief in addition to any other remedy available to it.

12. Governing Law and Jurisdiction

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Delaware] . The Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

13. General

This Agreement is the entire agreement between the Parties about the confidentiality of information and access disclosed for the Purpose, and replaces any earlier understanding on that subject. It may only be amended in writing signed by both Parties.

Neither Party may assign this Agreement without the other's written consent. If any provision is held unenforceable, the rest continues in force. A failure to enforce any provision is not a waiver of it.

This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Company

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____

Developer

Signature: _____

Printed name: _____

Date: _____